

***United States Court of Appeals
for the Second Circuit***



**APPELLANT'S
BRIEF &
APPENDIX**

BEST COPY AVAILABLE

76-7364

Court of Appeals

James C. Brooks

Plaintiff

Vs.

Washington Federal Savings & Loan,

Paris & Westpar Corp.

X

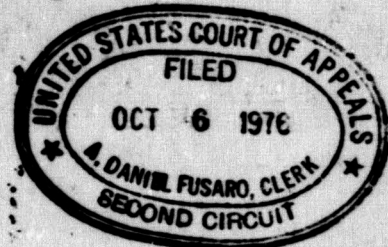
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**Brief
&
Appendix**



Civil Appeal #1
Scheduling Order
Brief
76 - 7364

B
P/S

1. Plaintiff was denied fair hearing for reason U. S. District Judge of New York was not aware of the relative and precise activity of defendants in acts contrary to Federal Law prior to plaintiff's written appeal.

2. Honorable Judge Carter granted plaintiff grace of his previous decision after review and has ordered plaintiff the privilege of appeal and right to proceed in forma pauperis.

A. The matter is indeed in violation of Federal Law and merits fair hearing in U. S. Court of Appeals.

3. It is the opinion of investigating authority that the harm that defendants minor child endured on premises of 752 West End Ave. 6 May 73 was exhibited deliberately to restrain plaintiff from proceeding in Federal Itinerary though such was defendant B's responsibility.

4. Defendant C - Hotel Paris alleged to be an exempt function did so fail to provide a fit and safe adobe for plaintiff and child on 6 May 73; causing original damage therein in New York, New York. Defendant C refused to produce identity of insurance agency or security records for 6 May 73.

5. Subordinants of all three dependents are indeed participant in cause of plaintiff being restrained from plaintiff and children's - Legal Residence, Los Angeles, Calif. Ref.

Dawn A. Michelle Young and Michael S. Brooks. Los Angeles, California is another state.

6. Better than apparent evidence is available that Defendant C - Hotel Paris (Mortgagee of Washington Federal Savings & Loan on 6 May 73). Employees did conspire THRU parties in at least one other state to comit serious crime in violation of Federal Law at least on the date of 6 May 73.

Children are being restrained from mother and Legal residence in violation of Federal

in which plaintiff and other persons have been damaged is herein appended
described.

7. Also more - Write of Certiorari moving to Supreme Court of U. S. is akin to this
complaint and believed to be participant - "E" in cause of damage.

8. Plaintiffs concise statement at this time is "Defendants were and are responsible to pro-
vide a fit and safe adobe for tenant yet failed to do so. Defendants A. West-Par Corporation'
Subordinants failed to do so from January 22, 1976.

9. Defendants B Washington Federal Savings and Loan (Morgage Holders). (Receiving thru court
appointed receivers) from at least August 74 were responsible to practice good business -
(ref Better Business Bureau Laws) during which time plaintiff and others received great
damage though this matter was complained to Defendant B - Defendant failed to identify
Liability insurance agency or produce security records to date. RESPECTFULLY, CONSTANCE E.
BROOKS, PRO-SE requests and prays the court:

A. Order children returned to mother; Financial reimbursement of not less than (one hundred
and fifty million dollars) \$150,000,000.00 for physical damages, mental anguish and order
defendants, subordinates, abettors to cease harrassement of slander, physical and mental
abuse by defendants subordinates.

10. Defendants are in great part responsible for Plaintiff's inability to pay any debts.
The financial reimbursement of more than \$10,000.00 sought, merits Federal litigation.

Sincerely Acknowledged

Constance E. Brooks
Pro-Se

F201-F Entrance Ref. Date
28 Dec 75
Clerk-Typist, W/O/D/A/D
U. S. Government
113 Winnebago Street
St. Louis, Missouri 63118

PAGINATION AS IN ORIGINAL COPY

767364

EXHIBIT "B" EVIDENCE

Civil Court of The City of New York
 WestPar Realty Corp. X
 Plaintiff X
 Vs. X
 Constance E. Brooks X
 Defendant X

Defendant's answer to
 petitioner - Index
 105464-1376

Sirs,

May the court be herein advised that the matter of which parties are indebted To
 Whom is in Litigation in Federal Court and the matter has been ordered to be heard in
 argument appeal during the week of 29 November 76 in U. S. Court of Appeals - 2nd Circuit-
 SEE ATTACHED APPENDIX EXHIBIT _____ for confirmation.

Ms. Brooks paid rents timely and in excess of legal requirements until complaint
 and summons were filed in Federal Court and parties were served notice by U. S. Federal
 Marshall.

Ms. Brooks does not owe West Par Realty Corp., Washington Federal Savings and Loan
 any monies for housing or any other service, West Par Corp - Hotel Paris, Washington
 Federal Savings and Loan have one and same Legal Identity - Land Lord - despite denial
 of such - investigation confirms - petitioner is in violation of Federal Law civil and
 criminal in Ms. Brooks' behalf.

Respectfully,

Constance E. Brooks

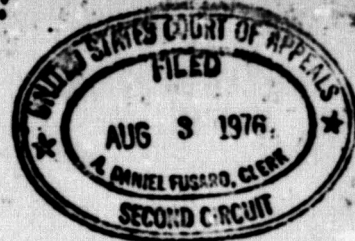
Constance E. Brooks
 Pro-Se
 752 West End Ave.
 Unit 1421
 New York, N. Y. 10025

New York, New York
 24 September 76
 SEE ATTACHED APPENDIX EXHIBIT

cc: District Attorney - N. Y. C.
 District Attorney - L. A., Calif.
 Fed. Bureau of Invest. - D. C.
 U. S. Internal Revenue Serv.
 US Attorney Gen- DC, USEPA-II &
 DC

TO: U. S. Court of Appeals - Second Circuit- 76 7364-CEP (A) WFSLB/HP/WPC

(Defnts)



CONSTANCE E. BROOKS,

Plaintiff-Appellant,

v.

CIVIL APPEAL #1
SCHEDULING ORDERWASHINGTON FEDERAL SAVINGS & LOAN BANK,
HOTEL PARIS AND WEST PAR CORP.,

Docket No. 23-7364

Defendants-Appellees.

16-1364

Noting that Constance E. Brooks appellant Pro-Se, has filed a Notice of Appeal, a Civil Appeal Pre-Argument Statement and Transcript Information, and being advised as to the progress of the appeal,

IT IS HEREBY ORDERED that the record on appeal be filed on or before August 29, 1976

IT IS FURTHER ORDERED that the appellant's brief and the joint appendix filed on or before October 8, 1976. (4 Copies each)

IT IS FURTHER ORDERED that the brief of the appellee be filed 30 days after the filing of the appellant's brief.

appellees

IT IS FURTHER ORDERED that ten (10) copies of ~~XXXX~~ brief shall be filed with the Clerk, and that the additional fifteen (15) copies of the briefs required to be filed by counsel by F.R.A.P. Rule 31(b) shall be retained by counsel until final disposition of the appeal subject to the call of the court for whatever use it may direct.

IT IS FURTHER ORDERED that the argument of the appeal be ready to be heard during the week of November 29 1976.

IT IS FURTHER ORDERED that in the event of default by appellant in filing the record on appeal or the appellant's brief and the appendix by the time directed or upon default of the appellant regarding any other provision of this order, the appeal may be dismissed forthwith.

IT IS FURTHER ORDERED that if the appellee fails to file a brief within the time directed by this order, such appellee shall be subjected to such sanctions as the court may deem appropriate.

A. DANIEL FUSARO,
Clerk

by:

Liesa Bing,
Deputy Clerk

Dated: August 3, 1976

Affidavit

Be advised that Ms. Brooks complaint in U. S. Federal Court stems from better than apparent evidence that Ms. Brooks' minor female child Dawn M. Young was deliberately harmed on premises of 752 West End Ave., May 6, 1973 while Ms. Brooks and said child were in transient from their home in Los Angeles, Calif. another state. Ms. Brooks etc. was in route of official business itinerary (and personal business) for and with the United States Federal Government when the following occurred.

On Hotel day of May 6, 1973 Ms. Brooks pre-paid and occupied a quarter of the Hotel Paris for self and said child, Dawn M. Young. Ms. Brooks requested a room with working telephone intending to be guest for 1 (one) to 2 (two) days only. Approximately 9:45 a. m. - 6 May 73, Ms. Brooks made effort to use phone in the room, but the phone was not in working order.

Ms. Brooks accompanied by said child notified desk clerk before the noon hour (6 May 73) that phone service was not in working order. The desk clerk stated to Ms. Brooks that he would notify New York Telephone Company Business Office to install phone service immediately (caution). May the court especially take notice that the New York Telephone Company business office is not open on Sunday for request of telephone installation. May 6, 1973 incident was on Sunday. A male identified to Ms. Brooks as a New York Telephone Craftsman by said desk clerk requested Ms. Brooks and child accompany alleged craftsman to the room while he installed service. Ms. Brooks offered to allow alleged craftsman to do so without she and her daughters presence. Desk clerk firmly advised Ms. Brooks to comply. Ms. Brooks apprehensively complied fearfully. (Being aware Sunday installation service of telephone service an abnormal activity in any state).

Upon entering the room with said child and alleged New York Telephone Company craftsman Ms. Brooks was told to sit in a chair, (only one chair in room, Ms. Brooks did so holding said child on her lap. The child who was approximately 18 months old at the time became restless. Ms. Brooks then allowed child to stand between her legs holding child by the waist to restrain the child from interfering with the alleged

workman. The workman was physically located approximately 2 feet from mother and child maintaining work gear around his waist (one) sharp instrument in his hand another similar instrument maintained improperly in his tool belt. The said child leaned forward slightly then screamed as though in pain.

Ms. Brooks immediately picked the child up and placed her on the bed to examine her and noticed a cut across the child's abdomen approximately six inches from left to right, it is impractical to believe that the sharp instrument maintained in the workman's tool case around his waist was physically located in a manner that would have inflicted the abrasion, therefore, it is believed the workman inflicted the abrasion with the sharp instrument he maintained in his hand deliberately.

Ms. Brooks asked workman what happened? He did not answer instead fled from room preventing Ms. Brooks and child from descending. He boarded elevator, luckily another elevator arrived simultaneously Ms. Brooks and child boarded descending elevator and arrived to first floor timely enough to alert security guard on duty who restrained alleged workman from trying to flee building.

A party arrived identified as New York Telephone Company foreman took information from said parties and filed accident report.

The following day after a second questionable incident occurred the child was taken to St. Claire's Hospital and has been placed in protective custody until Federal Investigation is completed.

Ms. Brooks returned to Hotel Paris - 2 July 74 at instruction of Authority to assist in investigation. Occupied Room 708 and paid rents timely was transferred to room 808 at request of Hotel approximately December 1974. Dec. 1974 Ms. Brooks prepared to receive child from protective custody and prepared return to their legal and desired residence- Los Angeles, Calif. Mother requested a kitchenette accommodation.

The assistant Manager at the time party identified as Massie Jones complied with Ms. Brooks request and agreed to accommodate her at the reasonable amount of less than

\$200.00 per month. Ms. Brooks moved her belongings to the kitchenette and less than 1 hour after doing so was advised by Manager identified as a Mr. Meyro that the kitchenette was previously reserved for a temporary period; he then request Ms. Brooks occupy room 1421 for the temporary period which was 1 or 2 floors lower than the kitchenette rather than move all the way back to room 808.

Ms. Brooks had already paid the sum of \$200.00 for the kitchenette assuming she would be credited upon occupying the kitchenette.

Mr. Meyro alleged the said guests were still occupying the kitchenette though they were not; and no others were available, though there were it was later confirmed.

Ms. Brooks continued to pay the sum of at least \$200.00 per month as the Manager refused to either allow her to return to the accomodation or an accomodation equivalent to said quarters though such was available and demanded \$200.00 per month.

Ms. Brooks over-paid by \$50.00 per month from January 1975 - October 1975 - rebate was refused.

May the Court be advised that upon Ms. Brooks' arrival on 2 July 1974 she identified herself to Hotel Management and made effort to refresh the memory of Management of the 6 May 73 incident in order to make effort to identify the clerk who claimed the New York Telephone Company business Office rendered his request for phone installation request made on a Sunday; said date 6 May 1973 and/or security record for that date.

Management alleged they had no guest history records for 6 May 1973 - personnel records or business records and that Ms. Brooks had never been there before and no such incident had occurred. They further stated they were not required (to maintain such beyond 1 year).

Sirs, U. S. Internal Revenue Service require all profitable businesses to maintain revenue business records such as receipts, etc. for at least 3 years. Security records are to be maintained perpetually by state law where in Security guards for

such dwellings bear arms - firearms and/or other wise. Ms. Brooks requested afore stated data from a -Morgage Holder Receiver for Morgage Holder - (Washington Federal Savings & Loan) was advised - such was on premises (752 West End) and in the custody of Morgage Holder and/or receiver, by a Mr. Marcontonio party of morgagee. None of these persons have complied with the request to identify said desk clerk criminally involved it appears at this time and at large.

Current management is one and same parties who refuse to comply with producing security record at least.

Ms. Brooks has been physically and mentally harrassed by current management subordinants A/K/A - employees and other parties in an organized manner in an effort to encourage Ms. Brooks to leave and close investigation.

Current Management is and was doing business for Washington Federal Savings and Loan, Hotel Paris - Receivers and Westpar Corp. during period Ms. Brooks received a great deal of financial and physical damage as well as mental anguish. Ms. Brooks paid for accomodations beyond requirement up to 1st May 1976.

Parties employed by Hotel Paris; Washington Federal Savings and Loan and/or WestPar Realty Corp. have communicated slanderous remarks such as - Ms. Brooks has no child Dawn Young, she imagined she was guest of Hotel on 6 May 73.

Hotel personnel communicated slanderous remarks to influential persons that were instrumental in Ms. Brooks' infant son Michael born 19 Oct. 1976 in New York, N. Y. being restrained from his mother, Ms. Brooks unlawfully as is Dawn M. Young.

Ms. Brooks remains an unwilling resident of 752 West End Avenue and State of New York in order to be instrument "A": in investigation and to investigate.

Parties in employ of West Par Realty Corp., Washington Federal Savings and Loan and/or Hotel Paris have communicated slanderous remarks to potential landlords giving Ms. Brooks the appearance of an undesirable tenant.

Further Ms. Brooks received same damage as other tenants who were illegally harrassed as stated in appendix part ____.

Ms. Brooks endured surgery Mar 76. for a condition that was further agitated due to her having to ascend, and descend 14 flights of stairs due to none service of elevator. Witnesses and attorneys for Legal Aid concur that lack of elevator service appeared deliberate to harrass tenants to move illegally as well as other harrassments such as no heat, no water, mysterious leaks etc.

Information being, maintained by the Office of the District Attorney, New York and U. S. Attorney contains denial that parties in two other states denied they were without sufficient information that Ms. Brooks is the natural mother of said child. Dawn Michelle Young born 18 Oct. 1971 - Los Angeles, Calif. False information was communicated thru - interstate commerce, a federal crime comitted it appears better than an apparent evidence is at hand and in custody of proper authority for review for prosecution.

Both children were abducted on fraudulent pretenses in violation of federal law it is believed at this time.

Parties complaining that Ms. Brooks owes money are actually in great part responsible for Ms. Brooks' inability to earn timely as a Federal Employee at this time, her normal occupation since Dec. 28, 1955.

Therefore West Par Corp., Washington Federal Savings and Loan, Hotel Paris are in deed indebted to Ms. Brooks for causing her inability to pay in great part. Ms. Brooks' megar income of \$326.40 per month disbursed via U. S. Treasury Check has been utilized to complete necessary investigative expense since May 1, 1976 Ms. Brooks prays the court will restrain from making decision until such time the matter is properly litigated thru the Federal Judicial.

It appears to all parties concerned that petitioners(landlords) etc. are in deed participants via their subordinants A/R/A Employees and/or former employees in violation of Federal law. Further same parties demanding indebtedness to inslave a violation of state law.

Petitioners herin stated failed to provide a safe adobe this tenant or keep

their oral agreement to properly maintain a fit abode as agreed during period this tenant did pay, fully and timely.

Ms. Brooks seeks a financial reimbursement for damage beyond \$10,000 as well as a prosecution of offenders in violation of Federal Law and State Law.

Ms. Brooks was in route to Washington, D. C. maintaining classified document to report thru channels and did not know the parties identified as desk clerk or craftsmen 6 May 73. Parties wishing to avoid prosecution in matters of violation of federal law in another state were aware of Ms. Brooks' responsibility to report to Washington, D. C. Therefore it is believed parties herein stated are suspects in aiding and abetting these crimes herein reported thru inter-state commerce. Neither Mortgage Holder/nor Mortgage produced any liability insurance agency accident report or liability insurance agency. To date of tenant dwelling 752 West End Ave. New York City.

Respectfully,

Constance E. Brooks
Pro-Se
752 West End Avenue
Unit 1421
New York, N. Y. 10025

New York, N. Y.
24 Sept. 1976

NEW YORK TELEPHONE COMPANY

1095 AVENUE OF THE AMERICAS

HAROLD J. ZINDLE
CLAIMS MANAGER

NEW YORK, N. Y. 10036

AREA CODE 212
395-0168

May 15, 1975

Miss Constance Brooks
c/o Paris Hotel
752 West End Avenue
Apartment 1421
New York City, New York

Dear Miss Brooks:

In response to your request, I have checked our files and find that we have a report of an accident involving Dawn Young which occurred on May 6, 1973 in room 1216 at the Paris Hotel, 752 West End Avenue, New York City, New York.

Very truly yours,

H. J. Zindle

HJZ:pv

CIVIL COURT OF THE CITY OF NEW YORK, COUNTY OF NEW YORK

HOUSING PART

WESTPAR REALTY CORP.

-against-

CONSTANCE BROOKS

752 West End Ave., Room 1421

Petitioner (Landlord)

Respondent (Tenant)

Address

Respondent (Undertenant)

Index No.

I. & T. 105 464 1976

Non-Payment Dwelling

PETITION

N. York N. Y.
Petitioner and/or Undertenant being fictitious and unknown to petitioner,
Petitioner intended being in possession of the premises herein describe it.

THE PETITION OF WESTPAR REALTY CORP.

respectfully shows that:

1. Petitioner is ~~authorized to institute and maintain this proceeding and is the owner~~ ~~hereinafter described of~~
2. Respondent Constance Brooks is the tenant of said premises who entered in possession thereof under oral rental agreement made on or about February 2, 1974 between respondent and the landlord (landlord's predecessor), wherein respondent promised to pay to landlord as rent \$ 250.00 each month in advance on the 1st day of each month. Respondent is the undertenant of the aforesaid respondent tenant. Respondents are now in possession of said premises.
3. The premises from which removal is sought were rented for dwelling purposes and are described as follows:
1-1/2 rooms, 14th floor, Apt. No. 1421, in premises located at 752 West End Ave. situated within the territorial jurisdiction of the Civil Court of the City of New York, County of New York

4. Pursuant to said agreement there was due to landlord from respondent tenant rent as follows:
April.....1976. \$ 41.90* June.....1976 \$ 250.00 August.....1976 \$ 250.00
May.....1976. \$ 250.00 July.....1976 \$ 250.00

Respondent tenant has defaulted in the payments thereof and the total rent in arrears is \$1,041.90

5. Rent has been demanded personally from tenant since the same became due.
6. Respondents hold over and continue in possession of premises without landlord's permission after said default.
7. ☐ The apartment is subject to the City Rent Law (rent control) and the rent demanded herein does not exceed the maximum rent prescribed by the New York City Department of Rent and Housing Maintenance.
☐ The apartment is presently subject to the Rent Stabilization Law of 1969, as amended by Chapter 576 of the Laws of 1974, by reason of the fact that:

- ☐ The apartment was subject to the Rent Stabilization Law on June 30, 1974;
- ☐ The apartment became subject to the Rent Stabilization Law on July 1, 1974. It had been subject to the Rent Stabilization Law on June 30, 1971, but was destabilized prior to July 1, 1974, because of a vacancy which occurred between July 1, 1971 and June 30, 1974;
- ☐ The apartment became subject to the Rent Stabilization Law on July 1, 1974. It had been subject to the City Rent Law (rent control) on June 30, 1971, but was decontrolled prior to July 1, 1974, because of a vacancy which occurred between July 1, 1971 and June 30, 1974;
- ☐ The apartment became subject to the Rent Stabilization Law on 19 . It had been subject to the City Rent Law (rent control) on June 30, 1974, but was thereafter decontrolled because of a vacancy which occurred on 19

and the owner of the premises is a member in good standing of the Rent Stabilization Association, membership number and the owner is in compliance with the Rent Stabilization Law and Code; and the rent demanded herein does not exceed the lawful stabilized rent permitted the owner under said Law, Code and appropriate Rent Guidelines Board Orders.

- ☒ The apartment is not subject to any of the foregoing by reason of being an exempt hotel accommodation, upon information and belief.

8. ☐ The premises are not a multiple dwelling. ☐ The premises are a multiple dwelling and pursuant to the Housing Maintenance Code Article 41 there is a currently effective registration statement on file with the Office of Code Enforcement in which the owner has designated the managing agent named below, a natural person over 21 years of age, to be in control of and responsible for the maintenance and operation of the dwelling.

Multi. Dwelling Units, No. 124551 Registered Managing Agent's Name David Holzer Address (either) ☐ Residence ☐ Business Tel. (opt.) To call for repair & service 1150 Grand Concourse Bronx, New York

9. That the property herein sought to be recovered is the residence of the tenant and undertenants herein.
Petitioner requests: a final judgment awarding possession of the premises to petitioner-landlord, the issuance of a warrant to remove respondents from possession of the premises, a judgment for rent in arrears against respondent tenant for \$1,041.90 with interest from May 1, 1976, costs and disbursements of this proceeding.
Dated: September 22, 1976 WESTPAR REALTY CORP.

Print name beneath signature.

STATE OF NEW YORK, COUNTY OF NEW YORK

ss.:

President

Philip Holzer

being duly sworn deposes and says that deponent is the petitioner in

the foregoing petition and has heard read said Petition and that the contents of said petition by said petitioner subscribed are true to the knowledge of deponent, except as to those matters therein stated to be alleged on information and belief, and as to those matters deponent believes the same to be true. First deponent is the agent of said landlord and the information herein set forth is true to the best of his knowledge and belief. That the reason this verification is made by the petitioner in person is that the petitioner is a domestic corporation and the deponent is an officer thereof to wit its President and that the information above stated is from the books and records of the corporation.

Sworn to before me on September 22, 1976

Print name beneath signature.

Philip Holzer

Petitioner's attorney
P.O. Address

DEMOV, MORRIS, LEVIN & SHEIN
40 West 57th St., N. Y., N.Y.
(212) 757-5050

ROBERT S. ORDMAN
Notary Public, State of New York
No. 4519441

*Strike out if inapplicable.

Qualified in N.Y.
Term Expires 09/22/78

*\$40.70 balance of April rent; \$1.20 phone calls

IMPORTANT TO TENANT—If you are dependent upon a person in the military service of the United States or the State of New York, advise the Clerk immediately, in order to protect your rights.

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK HOUSING PART L&T Index No. 105464 1976

WESTPAR REALTY CORP.,		NOTICE OF PETITION
		Non-Payment Dwelling
Petitioner (Landlord)		Petitioner's Residence:
against		
CONSTANCE BROOKS	Respondent (Tenant)	Business Address:
752 West End Ave., Room 1421	Address	
New York, N. Y.		
	Respondent (Undertenant)	c/o Demov, Morris, Levin
First name of Tenant and/or Undertenant being fictitious and unknown to petitioner,		& Shein
Person intended being in possession of the premises herein described*		40 W. 57th St., N.Y., N.Y.

To the respondent[s] above named and described, in possession of the premises hereinafter described or claiming possession thereof:

PLEASE TAKE NOTICE that the annexed petition of Westpar Realty Corp. verified September 23, 1976 requests a final judgment of eviction, awarding to the petitioner possession of premises described as follows:
1-1/2 rooms, 14th floor, Rm. No. 1421 in premises located at 752 West End Ave.
County of New York in the City of New York, as demanded in the petition.

TAKE NOTICE also that demand is made in the petition for judgment against you for the sum of \$ 1,041.90 with interest from May 1, 1976.

TAKE NOTICE also that WITHIN FIVE DAYS after service of this Notice of Petition upon you, you must answer, either orally before the Clerk of this Court at 111 Centre Street County of New York City and State of New York. or in writing by serving a copy thereof upon the undersigned attorney for the petitioner, and by filing the original of such answer, with proof of service thereof, in the Office of the Clerk. Your answer may set forth any defense or counterclaim you may have against the petitioner unless such defense or counterclaim is precluded by law or prior agreement of the parties. On receipt of your answer, the Clerk will fix and give notice of the date for trial or hearing which will be held not less than 3 nor more than 8 days thereafter, at which you must appear. If, after the trial or hearing, judgment is rendered against you, the issuance of a warrant dispossessing you may, in the discretion of the Court, be stayed for FIVE days from the date of such judgment.

TAKE NOTICE also that if you fail to interpose and establish any defense that you may have to the allegations of the petition, you may be precluded from asserting such defense or the claim on which it is based in any other proceeding or action.

In the event you fail to answer and appear, final judgment by default will be entered against you but a warrant dispossessing you will not be issued until the tenth day following the date of the service of this Notice of Petition upon you.

Dated: September 23, 1976

Demov, Morris, Levin & Shein
Attorney for the Petitioner

40 W. 57th St., New York, N.Y.
Address

[Signature]
Clerk of the Civil Court of the City of New York

(212) 757-5050
Attorney's Telephone No.

* Strike out if inapplicable.
** If the petitioner appears in person, strike out the words "undersigned attorney for the"

OCT 1 1976
OCT 2 1976
FOR AT 9:30 A.M. SEAL
- Part 49

ATTACHMENT
to
FORM A-608

"Tenants Statement of Violations -
(Hotel Paris)"

PART VI:

On or about January 28, 1976, all of the tenants of the Hotel Paris were notified by letter posted in the building that their tenancies would be "terminated effective February 29, 1976." All of the tenants were further advised in that seven line letter that they should:

"Please make arrangements to make sure that all possessions will be removed from the premises, that you will have vacated by such date and [that] your accounts are brought current." (emphasis added.)

A copy of that January 28th letter from the Hotel Paris General Manager to all tenants is annexed hereto.

The foregoing statements were communicated to all of the tenants without any judgments or other court orders or certificates of eviction having been obtained by the landlord. Further, no action or proceeding to obtain such orders, judgments or certificates has been initiated by the landlord. Finally, in no way could the aforesaid letter be deemed a legal notice of termination of any tenancy since, inter alia, no grounds were stated therein for the proposed termination. While there is an ambiguous, at best, reference to maintenance of certain statutorily required essential services

the January 28th letter, there is no comprehensible indication of what that means or even more importantly, to whom such services should be provided. Moreover, since the issuance and general posting of that letter, numerous statements of the management of the Subject Building have reiterated to the tenants, regardless of the particular nature of their individual tenancies, that the building would indeed close on February 29, 1976 or as soon thereafter as it was physically possible to do so. The only reasonable construction to be given to the January 28th letter was that it was intended to cause tenants to vacate their accommodations and thereby waive whatever rights they may have under the rent laws.

In addition, there was a substantial period (perhaps three to seven days) shortly after the posting of the January 28th letter when, coincidentally, no heat or hot water was provided to the tenants. Finally, the landlord openly and adamantly refused to repair any of the four out of five elevators which were and remain not operative; the Subject Building continuing to have 250-300 tenants residing in the twenty-four story structure with only one small working elevator.

ST. LUKES HOSPITAL OF
NEW YORK CITY

Send Original to Patient
Place Duplicate in Chart

TO WHOM IT MAY CONCERN:

This is to certify that

DR. L. C. COHEN
61-64 35th St. 22/11/77
3434051

Date 3-14-76

Hosp. No. _____

has been treated in the Emergency Room

has been treated in the Out-Patient Department

From November 26, 1975 to September
- 9-1976

Treated on/from _____ to _____

Patient is able to return to work/school on _____

Patient will be unable to return to work/school until _____

REMARKS

Patient was admitted to woman's hospital
for pelvic surgery March 7-76. discharged
on 3-14-76. Pts. had complete check up and
now patient is in good health and capable
of child care.

211526 REV. 1-75

Signature and Title

Dr. Netu / G. Lerman

ATTACHMENT
to
FORM A-608

"Tenants Statement of Violations-Harassment"
(Hotel Paris)

PART VI:

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ST. BURE'S HOSPITAL
NEW YORK CITY

and Original to Patient
Place Duplicate in Chart

Date 3-27-76

TO WHOM IT MAY CONCERN:

This is to certify that

SPRING CONCERN
61-64-15 1 12/11
3434651

273-31-115

Hosp. No. _____

has been treated in the Emergency Room

has been treated in the Out-Patient Department

From November 26-1975 To September 9-1976

Treated on/from _____ to _____

Patient is able to return to work/school on _____

Patient will be unable to return to work/school until _____

REMARKS

Patient was admitted to woman's hospital
for pelvic surgery March 7-76. discharged
on 3-14-76. Pt. had complete check up and
now patient is in good health and capable
of child care.

211526 REV. 1-75

Signature and Title

Dr. Netw / E. J. J. J. J.